

Exhibit P:

Cited Testimony of
Elizabeth Dean Regarding
Damages

1 understand what the business models were and how those were
2 impacted by the items that are claimed to be improper.

3 That really had to do with support service, so I
4 had to collect what everything Rimini had on their support
5 service offerings and which clients they had serviced.

6 I worked with Oracle's database to find out what
7 those customers had been getting service for on the Oracle
8 side when they had been Oracle customers to determine the
9 lost support revenues.

10 Then on the database -- so that was all on the
11 application products. And then on the database products I
12 had to do a separate evaluation and analysis of what Oracle
13 had for licensing terms and policies.

14 And, finally, I looked at both companies'
15 financial results overall.

16 Q. All right. So let's -- the first item there you
17 said was allegations of wrongdoing. Let's look at slide 4,
18 Summary of Alleged Misconduct.

19 What's your understanding of what Oracle's
20 alleging Rimini did wrong?

21 A. So what guided my work were three major areas. The
22 first was the copyright infringement, PeopleSoft, JDE, and
23 Siebel software and support materials and then separately
24 the Oracle Database software.

25 Second, the claims of interference that

1 essentially were allegations of wrongdoing with respect to
2 misrepresentations to the customers, and then using
3 improper means to access the support websites.

4 Q. All right. So -- I'm sorry, go ahead.

5 A. And last was computer fraud which had to do with
6 downloading from those websites.

7 Q. All right. So let's be clear for the jury. Are you
8 here to give opinions about whether this wrongdoing
9 actually happened?

10 A. No. No.

11 Q. Okay. What's your role in this case?

12 A. My role is to look at the financial and economic
13 implications if the Court and the jury are to decide that
14 Oracle's allegations are correct.

15 Q. So if the jury were to find these things happened,
16 you're here to estimate damages?

17 A. That's right.

18 Q. Okay. Now you show two different companies on the
19 slide. I see Oracle International Corporation, and I see
20 Oracle America. Why do you show those two different
21 companies on this slide?

22 A. So those two subsidiaries of Oracle Corporation
23 overall are the subsidiaries that were involved in this
24 case.

25 So Oracle International Corporation owns the

1 copyrights, they're the copyright holder, and Oracle
2 America provides the direct support services to the
3 customers.

4 Q. All right. So now, once you've reviewed
5 information, done analysis, gotten an understanding of the
6 allegations, let's talk about your work steps in estimating
7 damages.

8 All right. Now, would you explain in slide 5
9 what are the categories of damages that we are going to
10 discuss today?

11 A. So, today we're going to discuss two. There's
12 actual damages, those are measured as Oracle's losses, and
13 there's a number of categories there.

14 And then on the other side is infringer's
15 profits. And those are the benefits that Rimini received
16 from their improper actions.

17 Q. All right. So let's start walking through these
18 categories of documents, and we'll come back to this slide
19 to remind people where we are.

20 Now, let's talk about slide 6.

21 Before we go through these step by step, is this
22 a summary of your -- of the damages that you're estimating
23 in this case?

24 A. Yes.

25 Q. Would you explain this briefly, because we'll be

1 going through it in detail.

2 A. Okay. So, overall, if you took all the claims, and
3 Oracle's allegations were found to be all appropriate and
4 correct, the total damages would be 245.9 million.

5 Q. All right. And I see copyright infringement,
6 128.3 million, interference, 194.1 million, and computer
7 fraud, 14.4 to 34.9 million.

8 Now, if we add all those up, they add up to
9 more -- I don't have my calculator, but I can see that they
10 add up to more than 245. Why is that?

11 A. Well, that's calculating each of the allegations
12 just with respect to them individually. So there are lost
13 support customers for which they're included in the
14 copyright infringement and the interference, for example.

15 So in order to avoid duplication, I can take
16 those out to get to the 245.9 million.

17 Q. Okay. So we'll talk later some more about how you
18 remove that duplication.

19 Slide 7. This is the summary of the
20 interference damages?

21 A. That's right.

22 Q. All right. And we'll go through this in detail.
23 But just explain to the jury in summary fashion what your
24 conclusions are here.

25 A. So, with respect to the interference allegations,

1 they affect the PeopleSoft, JDE, and Siebel product lines
2 where my opinion is that Oracle lost customers in those
3 product lines.

4 And so you can see the amounts, for example,
5 PeopleSoft is 146 and a half million, by far the largest.
6 JDE is 12.7 million, and Siebel is 34.9 million.

7 Q. All right. Let's talk about those lost support
8 customers both for copyright and -- well, and interference.

9 What methodology did you use to measure Oracle's
10 lost profits from lost support customers?

11 A. I used a standard methodology for calculating lost
12 profits and infringer's profits.

13 Q. Would you explain that standard methodology.

14 A. Well, the overview of it is to look at what actually
15 happened financially, determine what would have happened,
16 and the difference is the damages on the lost profit side.

17 Q. Would you go through that one more time so that we
18 can -- so that we can understand it, the before and the
19 after.

20 A. So with respect to what actually happened, Oracle
21 sells software licenses, and then they contract with
22 customers to provide support.

23 What actually happened was that at some point
24 Oracle's contracts ended, and then Rimini's contracts
25 started, and then from that point on Rimini takes over the

1 support revenues from those contracts.

2 In my opinion, what would have happened is that
3 the customers would have -- that some customers, at least,
4 would have stayed with Oracle, and that those contracts
5 would have continued over time, and so Oracle would have
6 made more revenues and more profits.

7 Q. All right. Well, let's talk about that analysis.
8 Let's look at slide 8. Would you describe what this is
9 illustrating.

10 A. So this is illustrating generally what I was talking
11 about.

12 First, there's an upfront license fee. That's
13 not at issue in this case with respect to the application
14 products. What's at issue is the support revenues.

15 The ongoing support Oracle had is demonstrated
16 in the first part of the bar, then there's an interruption
17 because of Rimini's actions, and the rest of the time
18 Rimini gets that money.

19 That's the amount of lost profits after you
20 reprice it at Oracle's price and deduct costs.

21 Q. Okay. So we're going to be looking at that second
22 part of the arrow, what happened in terms of lost profits
23 from the support end.

24 A. That's right.

25 Q. Okay. Let me ask you to look at slide 9 which is an

1 excerpt of PTX 3 which was admitted into evidence.

2 And this is a Rimini Street investment fund --
3 first round investment funding document from 2006.

4 "For investors who are direct competitors of
5 Oracle, or who otherwise benefit from Oracle customer loss,
6 Rimini Street separates Oracle from its acquired licensees
7 denying Oracle recurring revenue and creating new software
8 service sales opportunities in vulnerable accounts."

9 How does this relate to what you were just
10 discussing?

11 A. So, it's important for me to understand how Rimini's
12 business model works, and so this informed my opinion about
13 that, which is that Rimini is taking customers from Oracle.
14 That's how Rimini's business model works in terms of
15 finding support customers.

16 Q. And when it says, "Rimini Street separates Oracle
17 from its acquired licensees," what did you understand that
18 to mean?

19 A. The break in the support contract.

20 Q. All right. And what's your understanding of the
21 level of support that Rimini claims it could provide, the
22 level of support it provided to Oracle's former customers?

23 A. My understanding is that they were providing or
24 claiming to provide vendor-level replacement services.
25 These customers stay on the Oracle software, they just get

1 I'm only talking about Oracle Americas, Inc., right now;
2 right?

3 A. Yes.

4 Q. And the incremental profit for Oracle America over
5 that timeframe ranged between a low of 91 percent and a
6 high of 94 percent; correct?

7 A. Yes.

8 Q. And then let's look at your schedule 7 -- excuse me,
9 6.4 SU, which is the Oracle International Corporation
10 incremental profit margin. Do you have that before you?

11 A. I do.

12 Q. And during the time period from 2006 to 2014, the
13 incremental profit margin for Oracle International
14 Corporation ranged from a low of 87 percent to a high of 98
15 percent in a partial year; correct?

16 A. That incremental profit, yes.

17 Q. Incremental profit.

18 If we take a full year, it ranged from 87
19 percent to 96 percent; correct?

20 A. I'm not sure what you're asking if we take a full
21 year.

22 Q. Okay. I'm sorry. 2014 was a stub; right?

23 THE COURT REPORTER: Excuse me. A what --

24 THE WITNESS: Yes. For purposes of this
25 analysis --